

# EXHIBIT A

## PERISHIP SERVICE AGREEMENT

This PeriShip Service Agreement (the "Agreement") is entered into as of 2/8/2016 ("Effective Date") between PeriShip, LLC ("PeriShip") and Monthly Foods, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting equity is directly or indirectly owned thereby ("you" or "your").

## 1) PeriShip Services

- (a) The Services. Under this Agreement, PeriShip will act as your shipping & logistics or managing the movement of your packages through the Federal Express Corporation ("FedEx" (the "Services"). You must use the automated shipping devices provided by FedEx or www.fedex.com and use the Ship Manager and/or other expressly approved software programs.
- (b) Account Number. The Services apply only to FedEx shipments covered by PeriShip. You must use a third party FedEx account number assigned to you by PeriShip (the "Account Number") for all you ship as part of the Services. Only packages shipped using the Account Number will be billed according to the terms of this Agreement. Unauthorized shipments will be billed at the published FedEx rates.
- (c) Shipping Locations. This Agreement applies only to the shipping locations designated by PeriShip. If you would like to add additional locations or drop shippers to this Agreement, you must notify PeriShip in writing of such locations at least seven (7) business days in advance of

## 2) Pricing Provisions

The pricing for the Services will be calculated in accordance with your Customized Rate Schedule hereto as Exhibit A (the "Rate Schedule"). These rates are for base freight cost only and do not include handling fees, ancillary or other surcharges (collectively the "surcharges") levied by FedEx unless stated otherwise. Other charges are set forth in the Client Manual, as defined below. It is understood that FedEx independently sets such surcharges and may change them from time to time without notice. The pricing in the Rate Schedule only applies to Standard, Priority, Economy two-day, Express Saver, FedEx Ground and Home Delivery shipping. Other FedEx services may be provided upon special request, subject to availability.

Customer acknowledges that if there is no shipping activity for sixty (60) consecutive days may result in change and/or account termination at PeriShip sole discretion; in such event PeriShip may apply modification to Customer shipments and/or terminate service agreement upon two (2) days written or electronic transmitted notice to addresses on file.

Customer acknowledges that there is a minimum weekly invoicing of \$25. In the event that the weekly invoice amounts to less than twenty-five (25) dollars you will be invoiced by PeriShip the \$25 to cover administrative costs.

## 3) Payment Terms

PeriShip will send you a weekly invoice in accordance with the Rate Schedule. In order to provide you

Initials

S FE E

outstanding customer service experience, PeriShip requires all payments to be made within seven days from the date of the relevant invoice (the "Payment Due Date") without any deduction, set-off or offset, unless you have made special arrangements which have been confirmed in writing with PeriShip's accounts receivable department. You must make full payment of each invoice by the Payment Due Date, regardless of any claim you may have to submit a Claim, as defined in Section 7. No payment or partial payment may be made because of FedEx surcharges or Claims in process. You must obtain

PeriShip's written permission prior to the Payment Due Date if you intend to make payment of a different amount than the invoiced amount. Any extra ancillary charges by FedEx must be paid when bills are rendered. Charges can be assessed at any time, even after actual shipment has occurred. Please note the responsibility for the cost of mailing all payments to PeriShip. If you have not paid the cost of mailing a payment, it will be billed to your account.



If you do not make payment of any outstanding invoice amount by the Payment Due Date, your account is in payment default ("Payment Default"). If you are in Payment Default, PeriShip will charge interest at twelve percent (12%) per annum, accruing monthly on any amounts due and also reserves the right to add you for other related fees and expenses, including but not limited to the costs of collection, reasonable attorney fees and court costs.

If your account is in Payment Default for more than thirty (30) days on more than one (1) occasion in a twelve (12) month period, PeriShip may suspend your shipping privileges and the total amount due to PeriShip will become immediately due and payable. In such event, PeriShip may, in its sole discretion, allow you to re-establish your account and resume the Services if you pay an amount equal to the total of your last four (4) payments. PeriShip will use this amount to pay any outstanding invoice, and will keep the remainder as a security deposit without interest. If your account remains in good standing for a period of three (3) months from receipt of the security deposit, PeriShip will return the remainder to you at the end of this period. The amount will remain on deposit until, in PeriShip's sole discretion, a consistent, on-time payment history is established. PeriShip reserves the right to use the amounts held on deposit to fulfill your payment obligations. The use of such amounts by PeriShip to pay your outstanding invoice amounts shall not affect PeriShip's ability to terminate your account and this Agreement for Payment Default under Section 4(b).

#### 4) Client Manual and Service Guide.

The Services provided hereunder are subject to the terms and conditions of (i) the PeriShip Client Manual ("Client Manual"), a copy of which has been provided to you, and (ii) the then-current FedEx Service Guide ("FedEx Service Guide"), available at <http://www.fedex.com/us/service-guide/index.html>, both of which reference hereto are fully incorporated herein in all manner and respect as though written in this Agreement. In the event of any inconsistency between this Agreement and the terms and conditions of the Client Manual or FedEx Service Guide, the terms of this Agreement shall govern. PeriShip reserves the right to amend this Agreement to reflect changes to the FedEx Service Guide, at any time without notice. If such revision results in a rate increase, PeriShip shall send you written notice at least ten (10) business days prior to such price increase. By signing this Agreement, you acknowledge that you have received and have had the opportunity to review the Client Manual and the FedEx Service Guide. YOU FURTHER ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT AND SHIPPING A PACKAGE AND PRODUCT HEREUNDER, YOU ARE AGREEING TO ALL OF THE FEDEX TERMS AND CONDITIONS AS MAY BE APPLICABLE AT THE TIME OF SIGNING, REGARDING AND RELATING TO THE SHIPMENT OF PERISHABLE AND NON-PERISHABLE PRODUCTS AS SET FORTH IN (A) FED EX EXPRESS TERMS AND CONDITIONS, (B) INTERNATIONAL EXPRESS TERMS AND CONDITIONS, (C) GROUND TARIFF 200-AA, AND (D) THE PERISHIP CLIENT MANUAL, ALL OF WHICH ARE INCORPORATED HEREIN IN ALL MANNER AND RESPECT AS IF WRITTEN IN THIS AGREEMENT.

Initials

**SHALL INCLUDE ALL AMENDMENTS AND REVISIONS THERETO.****5) Warranties**

By signing this Agreement, you acknowledge that your shipments may encounter changes in temperature. neither PeriShip nor FedEx provides any warranties with respect to temperatures encountered during the transportation process. You further understand and acknowledge that neither FedEx Ground nor FedEx Delivery provides protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's loss of value or damage occasioned by exposure to heat or cold. The shipper agrees to not file damage claims for perishable items with respect to express shipments. For more information refer to <http://www.fedex.com/us/service-guide/terms/express-ground/>. You agree not to file any claim against either PeriShip or FedEx for damage to shipments as a result of any condition encountered during the transport of such a shipment. You further agree, understand and acknowledge that neither PeriShip nor FedEx shall be responsible for, and no claim may be filed with respect to, any damage resulting from an Act of God or Force Majeure event (as defined in Section 12(g)).

Except as set forth herein, you also acknowledge that shipments may be delayed in transit and that PeriShip, in its sole discretion, determine that any shipment should be released, returned, destroyed, rerouted or delivered due to known or unknown conditions or situations that may affect the transit of such a shipment. If a shipment is returned to you, you agree to pay all applicable transportation charges.

You may submit a Claim for shipments that are damaged, lost or destroyed, in accordance with Section 7) Product Claims.

In the event you or any representative on your behalf requests PeriShip to return, intercept or destroy a shipment traveling in the Federal Express Network, PeriShip will exercise reasonable commercial efforts to comply with the request. However, you agree that PeriShip will not be liable or responsible for compliance or noncompliance with any request to return, intercept or destroy a shipment in transit or to prevent delivery.

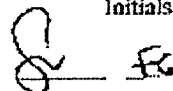
**6) Money Back Guarantee**

FedEx offers a Money Back Guarantee Policy, as described in the FedEx Service Guide (the "Money Back Guarantee"). The Money Back Guarantee applies to shipments delivered after the designated delivery date. You hereby acknowledge that the Money Back Guarantee does not apply to shipments delivered on the designated delivery date but after the designated commitment time, and you agree to waive any right you may have in adjustments, refunds or credits for shipments delivered on the delivery date but after the designated commitment time. The Money Back Guarantee shall not apply in the event of a Force Majeure, as described in Section 12(g).

**7) Product Claims**

If a shipment is damaged, lost or destroyed, you may submit a claim for reimbursement (a "Claim"). A Claim must be submitted through PeriShip using the "Open a Claims Request" feature on the PeriShip web site within (7) days of the delivery commitment date, together with a copy of the invoice, which must be faxed to PeriShip. PeriShip reserves the right to extend the seven (7) day deadline for submission of Claims based on extraordinary circumstances, in PeriShip's sole discretion. PeriShip will process any Claim submitted in accordance with the procedure and submit such Claim to FedEx on your behalf, provided however that PeriShip reserves the right to make an independent assessment of the merit of any Claim before submitting it to FedEx based on the information described in the Client Manual and the FedEx Service Guide. FedEx will not provide immediate reimbursement for a Claim on the day shipment was due, but PeriShip will use reasonable commercial efforts to expedite the claim.

Initials



submitted in compliance with these procedures. Additional information regarding such a claim is a  
<http://www.fedex.com/us/service-guide/terms/index.html>.

PeriShip asks its shippers to complete a claim waiver form allowing PeriShip to submit claims on be  
 shipper. Please see Exhibit B for the claim waiver form, to be completed at the time this service ag  
 signed.

If FedEx denies your Claim, at your request and subject to PeriShip's sole discretion, PeriShip will p  
 appeal of the denied Claim in accordance with the FedEx Service Guide.

You hereby acknowledge that FedEx makes all final decisions regarding a Claim and you hereby ag  
 hold PeriShip responsible for the ultimate disposition of any Claim. Additional information regardin  
 Claims policy is available in the FedEx Service Guide.

### 8) Required Permits

Certain government permits may be required for shipments made under this Agreement. Yo  
 acknowledge that you are solely responsible for obtaining and furnishing any and all permits requir  
 governmental agency with jurisdiction over the shipments, including without limitation the U.S. Dep  
 Agriculture, for the lawful transit of such shipments. You are responsible for enclosing all relevant p  
 each shipment, and for ensuring that all permits are available to any governmental agency with jurisd  
 the shipments, upon request.

### 9) Limitation of Liability

YOU HEREBY AGREE THAT PERISHIP WILL NOT BE LIABLE IN ANY EVENT FOR ANY PERSONA  
 DAMAGE TO PROPERTY OR OTHER DAMAGES OF ANY KIND OR MANNER SUSTAINED BY  
 PARTY CLAIMING ON YOUR BEHALF OF OR THROUGH YOU, OR ANY OTHER THIRD  
 RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO ANY S  
 TENDERED PURSUANT TO THIS AGREEMENT, WHETHER DIRECT, INDIRECT, INCIDENTAL,  
 PUNITIVE OR CONSEQUENTIAL.

### 10) Indemnification


YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PERISHIP, ITS OF  
 OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY  
 LIABILITIES, INJURIES, DAMAGES, LOSSES, EXPENSES, DEMANDS, CLAIMS, SUITS OR JUD  
 INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY RELATED  
 SHIPMENTS MADE UNDER THIS AGREEMENT.

### 11) Term and Termination

- (a) Amendments. PeriShip reserves the right to amend this Service Agreement at any time. Peri  
 you the opportunity to reject the changes by communicating to us in writing within 7 days fro  
 of the amendment goes into effect. If you reject the change/s in the manner provide  
 amendment, we may terminate your right to receive services and price support provided by F  
 a condition of your rejection.

- (b) Termination for Convenience. Notwithstanding any other provision of this Agreement, each

Initials

 FG

have the right to terminate this Agreement at any time, in such party's sole discretion for any no reason, upon two (2) business days' written notice to the other party, without any liability or Notwithstanding the foregoing, upon such termination by either party, all amounts you m PeriShip shall become immediately due and payable.

- (c) Termination Upon an Event of Default. PeriShip shall have the right to terminate this Agreement of an Event of Default, as defined below. If an Event of Default occurs, PeriShip shall written notice describing the Event of Default and allowing you ten (10) days to cure the Event. If the Event of Default is not cured within such ten (10) day period, this Agreement shall in terminate and all amounts you may owe to PeriShip shall become immediately due and p: "Event of Default" will occur if you have: (i) been in Payment Default two (2) or more times three (3) month period, (ii) assigned this Agreement in violation of Section 12(b), (iii) ten suspended your business, (iv) become subject to any bankruptcy or insolvency proceeding un- or state statute, (v) become insolvent or subject to control by a trustee, receiver or similar b wound up or liquidated your business, voluntarily or otherwise.
- (d) Termination in the Event of Termination of FedEx/PeriShip Agreement. In the unlikely termination or expiration of the FedEx/PeriShip Agreement between FedEx and PeriShip, Peri terminate this Agreement, effective immediately upon your receipt of notice of termination values your business and wants to avoid any material business disruption to you as a termination under this Section 11(c). Accordingly, in the event of such termination, PeriShip commercially reasonable efforts to help you to register directly with FedEx for continue services.

## 12) Miscellaneous

- (a) Notices. Any notices required hereunder shall be in writing and shall be given to the parties by recognized overnight courier service or by express, registered or certified mail, postage prep receipt requested, at the addresses set forth in the signature blocks below. Notices shall be have been given one (1) day after it has been sent when notice is given via nationally overnight courier service, or two (2) days after it has been sent when notice is given via registered certified mail. Either party may change its notice address by written notice to the other.
- (b) Assignment. The terms and conditions of this Agreement are for your exclusive use and b: may not assign this Agreement or otherwise extend the terms and conditions of this Agreement other party without the prior written consent of PeriShip, which may be withheld in Peri discretion. Any assignment in violation of this Section 12(b) shall constitute an Event of Default Section 11(b). A Change in Control, as defined in Section 12(h), shall be deemed an assignn this Section 12(b).
- (c) Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance internal laws of the State of Connecticut, without regard to conflicts of law rules. Any claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exc final and binding arbitration in accordance with the then-prevailing rules of the American Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be held in New Haven County, Connecticut before arbitrator.
- (d) Amendments. This Agreement may be changed, modified or amended from time to time

Initials

writing signed by you and PeriShip.

- (g) Severability. If any part of this Agreement, or the application thereof to any person or circumstance, is held invalid or unenforceable, it shall be deemed severable and the validity of the remainder of this Agreement or the applications of such provision to other persons or circumstances shall not be affected thereby.
- (h) No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit and protection of the parties hereto and their successors and permitted assigns, and no other person shall have any cause of action hereunder.
- (i) Force Majeure. The inability of PeriShip to perform its duties under this Agreement (including without limitation timely delivery) because of forces beyond its reasonable control, including without limitation fires, floods, blizzards, landslides, winds, epidemics, acts or orders of a governmental authority, military action, insurrection, riot, war (whether or not declared), explosions or partial or entire failure of utilities, shall not result in a default or material breach under this Agreement during the continuance of such forces. PeriShip shall notify you promptly as practical, in light of such forces, and shall carry on its duties hereunder upon cessation of such forces.
- (j) The terms and pricing of this Agreement shall be held in strict confidence and may not be disclosed to anyone, other than your employees who have a need to know to perform their business-related duties. Nothing herein shall restrict you from disclosing any portion of this Agreement on a restricted basis pursuant to a judicial or other lawful governmental order, only to the extent of such order and only after providing PeriShip with immediate notice of such order so that PeriShip may contest the order to obtain a protective order, if PeriShip deems necessary.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date set forth above.

Mouth Foods

Signature: \_\_\_\_\_

Print Name: SAM MURRAY

Title: COO

Address: \_\_\_\_\_

69 SAM ST  
BRANFORD CT 06405-2926

Phone Number: \_\_\_\_\_

719.576.3600

PeriShip, LLC

Signature: \_\_\_\_\_

Print Name: Fred Volk III

Title: Director of Operations

265 East Main Street, Unit A

Branford, CT 06405-2926

Phone Number: \_\_\_\_\_

Initials

SM FV


ties

SM FV



Exhibit A  
Rate Schedule

Please refer to your  
personalized PeriShip  
Customer Portal for  
customized rate schedule.

 Fe 1